

AMENDED IN ASSEMBLY AUGUST 28, 2002

AMENDED IN ASSEMBLY AUGUST 27, 2002

AMENDED IN ASSEMBLY JULY 3, 2002

AMENDED IN ASSEMBLY JUNE 18, 2002

AMENDED IN SENATE APRIL 30, 2001

AMENDED IN SENATE MARCH 26, 2001

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**SENATE BILL**

**No. 371**

**Introduced by Senator Escutia**

February 21, 2001

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An act to add Chapter 7.5 (commencing with Section 71800) to Title 8 of the Government Code, relating to courts.

LEGISLATIVE COUNSEL'S DIGEST

SB 371, as amended, Escutia. Courts: interpreters.

Existing law sets forth the provisions and procedures governing employer-employee relations for the trial courts, as specified.

This bill would establish the Trial Court Interpreter Employment and Labor Relations Act setting forth provisions and procedures governing the employment and compensation of certified and registered trial court interpreters, and court interpreters pro tempore, employed by the trial courts, as specified.

The bill would impose a state-mandated local program by requiring new duties of the trial courts with respect to employer-employee relations regarding court interpreters.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state.

Statutory provisions establish procedures for making that reimbursement, including the creation of a State Mandates Claims Fund to pay the costs of mandates that do not exceed \$1,000,000 statewide and other procedures for claims whose statewide costs exceed \$1,000,000.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. The Legislature finds and declares as follows:

2 (a) Court interpreters provide constitutionally mandated sign  
3 and spoken language services to the court, attorneys, defendants,  
4 victims, and witnesses in trial court proceedings. These services  
5 are vital to ensuring access and fairness in the trial courts. The  
6 purpose of this act is to provide for the fair treatment of court  
7 interpreters, to enhance access to the court system for persons who  
8 depend upon the services of interpreters, and to promote sound  
9 court management.

10 (b) The intent of the Legislature is to provide that the trial  
11 courts shall make an orderly transition from relying on  
12 independent contractors to using employees for interpretation  
13 services. Accordingly, this act provides for a transition period of  
14 up to two years during which the trial courts shall hire as  
15 employees court interpreters pro tempore who shall perform work  
16 as needed on a per diem basis. After the transition period, the trial  
17 courts may continue to employ court interpreters pro tempore as  
18 well as create other interpreter classifications.

19 SEC. 2. Chapter 7.5 (commencing with Section 71800) is  
20 added to Title 8 of the Government Code, to read:

21

22 CHAPTER 7.5. TRIAL COURT INTERPRETER EMPLOYMENT AND  
23 LABOR RELATIONS ACT

24

25 71800. This chapter shall be known and may be cited as the  
26 Trial Court Interpreter Employment and Labor Relations Act.



1 71801. For purposes of this chapter, the following definitions  
2 shall apply:

3 (a) “Certified interpreter” and “registered interpreter” have  
4 the same meanings as in Article 4 (commencing with Section  
5 68560) of Chapter 2. This chapter does not apply to sign language  
6 interpreters.

7 (b) “Cross-assign” and “cross-assignment” refer to the  
8 appointment of a court interpreter employed by a trial court to  
9 perform spoken language interpretation services in another trial  
10 court, pursuant to Section 71810.

11 (c) “Employee organization” means a labor organization that  
12 has as one of its purposes representing employees in their relations  
13 with the trial courts.

14 (d) “Mediation” means effort by an impartial third party to  
15 assist in reconciling a dispute regarding wages, hours, and other  
16 terms and conditions of employment between representatives of  
17 the trial court or regional court interpreter committee and the  
18 recognized employee organization through interpretation,  
19 suggestion, and advice.

20 (e) “Meet and confer in good faith” means that a trial court or  
21 regional court interpreter committee or those representatives it  
22 may designate, and representatives of a recognized employee  
23 organization, shall have the mutual obligation personally to meet  
24 and confer promptly upon request by either party and continue for  
25 a reasonable period of time in order to exchange freely  
26 information, opinions, and proposals, and to endeavor to reach  
27 agreement on matters within the scope of representation. The  
28 process shall include adequate time for the resolution of impasses  
29 where specific procedures for resolution are contained in this  
30 chapter, or when the procedures are used by mutual consent.

31 (f) “Personnel rules,” “personnel policies, procedures, and  
32 plans,” and “rules and regulations” mean policies, procedures,  
33 plans, rules, or regulations adopted by a trial court or its designee  
34 pertaining to conditions of employment of trial court employees,  
35 subject to meet and confer in good faith.

36 (g) “Recognized employee organization” means an employee  
37 organization that has been formally acknowledged to represent the  
38 court interpreters employed by the trial courts in a region, pursuant  
39 to this chapter.

1 (h) “Regional court interpreter employment relations  
2 committee” means the committee established pursuant to Section  
3 71807.

4 (i) “Regional transition period” means the period from  
5 January 1, 2003, to January 1, 2005, inclusive, except that the  
6 transition period for the region may be terminated earlier by a  
7 memorandum of understanding or agreement between the  
8 regional court interpreter employment relations committee and a  
9 recognized employee organization.

10 (j) “Transfer” means transfer within the trial court as defined  
11 in the trial court’s personnel policies, procedures, and plans,  
12 subject to meet and confer in good faith.

13 (k) “Trial court” means the supreme court in each county.

14 71802. (a) On and after ~~April~~ July 1, 2003, trial courts shall  
15 appoint trial court employees, rather than independent contractors,  
16 to perform spoken language interpretation of trial court  
17 proceedings. An interpreter may be an employee of the trial court  
18 or an employee of another trial court on cross-assignment.

19 (b) Notwithstanding subdivision (a), a trial court may appoint  
20 an independent contractor to perform spoken language  
21 interpretation of trial court proceedings if one or more of the  
22 following circumstances exists:

23 (1) An interpreter who is not registered or certified is appointed  
24 on a temporary basis pursuant to Rule 984.2 of the California Rules  
25 of Court.

26 (2) The interpreter is over 60 years of age on January 1, 2003,  
27 *or the sum of the interpreter’s age in years on January 1, 2003, and*  
28 *the number of years the interpreter has provided services to the*  
29 *trial courts as an independent contractor prior to January 1, 2003,*  
30 *is equal to or greater than 70*, the interpreter has provided services  
31 to the trial ~~court~~ courts as an independent contractor prior to  
32 January 1, 2003, and the interpreter requests in writing prior to  
33 March 1, 2003, the opportunity to perform services for the trial  
34 court as an independent contractor rather than as an employee.

35 (3) The interpreter is paid directly by the parties to the  
36 proceeding.

37 (4) The interpreter has performed services for the trial ~~court~~  
38 courts as an independent contractor prior to January 1, 2003, the  
39 interpreter notifies the trial court in writing prior to March 1, 2003,  
40 that the interpreter is precluded from accepting employment

1 because of the terms of an employment contract with a public  
2 agency or the terms of a public employee retirement program, the  
3 interpreter provides supporting documentation, and the interpreter  
4 requests in writing the opportunity to perform services for the trial  
5 court as an independent contractor rather than an employee.

6 (c) Notwithstanding subdivisions (a) and (b), and unless  
7 otherwise provided in a memorandum of understanding or  
8 agreement with a recognized employee organization, a trial court  
9 may also appoint an independent contractor on a day-to-day basis  
10 to perform spoken language interpretation of trial court  
11 proceedings if all of the following circumstances exist:

12 (1) The trial court has assigned all the available employees and  
13 independent contractors appointed pursuant to paragraphs (2) and  
14 (4) of subdivision (b) in the same language pair and has need for  
15 additional interpreters. Employees and independent contractors  
16 who are appointed pursuant to paragraphs (2) and (4) of  
17 subdivision (b) shall be given priority for assignments over  
18 independent contractors who are appointed pursuant to this  
19 subdivision.

20 (2) The interpreter has not previously been appointed as an  
21 independent contractor by the same trial court on more than 100  
22 court days or parts of court days during the same calendar year,  
23 except that the trial court may continue to appoint an independent  
24 contractor on a day-to-day basis to complete a single court  
25 proceeding, if the trial court determines that the use of the same  
26 interpreter to complete that proceeding is necessary to provide  
27 continuity. An interpreter who has been appointed by a trial court  
28 as an independent contractor pursuant to this subdivision on more  
29 than 45 court days or parts of court days during the same calendar  
30 year shall be entitled to apply for employment by that trial court  
31 as a court interpreter pro tempore and the trial court may not refuse  
32 to offer employment to the interpreter, except for cause. For  
33 purposes of this section, “for cause” means a fair and honest cause  
34 or reason regulated by good faith on the part of the party exercising  
35 the power.

36 (3) The trial court does not provide independent contractors  
37 appointed pursuant to this subdivision with lesser duties or more  
38 favorable working conditions than those to which a court  
39 interpreter pro tempore employed by that trial court would be  
40 ~~subject so as to discourage~~ *for the purpose of discouraging*

1 interpreters from applying for pro tempore employment with the  
2 trial court. *The trial court is not required to apply the employee*  
3 *training, disciplinary, supervisory, and evaluation procedures of*  
4 *the trial court to any independent contractor.*

5 (d) Only registered and certified interpreters may be hired by  
6 a trial court as employees to perform spoken language  
7 interpretation of trial court proceedings. Interpreters who are not  
8 certified or registered may be assigned to provide services as  
9 independent contractors only when certified and registered  
10 interpreters are unavailable and the good cause and qualification  
11 procedures and guidelines adopted by the Judicial Council  
12 pursuant to subdivision (c) of Section 68561 have been followed.

13 (e) A trial court that has appointed independent contractors  
14 pursuant to paragraph (1) ~~or to~~ of subdivision (b) or to subdivision  
15 (c) for a language pair on more than 60 court days or parts of court  
16 days in the prior 180 days shall provide public notice that the court  
17 is accepting applications for the position of court interpreter pro  
18 tempore for that language pair and shall offer employment to  
19 qualified applicants.

20 (f) Unless the parties to the dispute agree upon other procedures  
21 after the dispute arises, or other procedures are provided in a  
22 memorandum of understanding or agreement with a recognized  
23 employee organization, disputes concerning a violation of this  
24 section shall be submitted for binding arbitration to the California  
25 State Mediation and Conciliation Service.

26 71803. (a) In each trial court, there shall be a new employee  
27 classification entitled “court interpreter pro tempore” to perform  
28 simultaneous and consecutive interpretation and sight translation  
29 in spoken languages for ~~trial court proceedings~~ *the trial courts*.  
30 Unless otherwise provided in a memorandum of understanding or  
31 agreement with a recognized employee organization, all of the  
32 following applies to employees in this classification:

33 (1) They shall be appointed by the trial court to perform work  
34 on an as needed basis.

35 (2) They shall be paid on a per diem basis for work performed.

36 (3) They are not required to receive health, pension, or paid  
37 leave benefits.

38 (b) Court interpreters pro tempore may accept appointments to  
39 provide services in other trial courts pursuant to Section 71810.

1 (c) Unless otherwise provided in a memorandum of  
2 understanding or agreement with a recognized employee  
3 organization, no rules and regulations or personnel rules shall limit  
4 the number of hours or days court interpreters pro tempore are  
5 permitted to work.

6 71804. (a) Each trial court shall offer to employ as a court  
7 interpreter pro tempore each interpreter who meets all of the  
8 following criteria:

9 (1) The interpreter is certified or registered.

10 (2) The interpreter has provided services to the same trial  
11 court as an independent contractor on at least either:

12 (A) Thirty court days or parts of court days in both calendar  
13 year 2001 and calendar year 2002.

14 (B) Sixty court days or parts of court days in calendar year  
15 2002.

16 (3) The interpreter has applied for the position of court  
17 interpreter pro tempore prior to ~~June~~ July 1, 2003, and has  
18 complied with reasonable requirements for submitting an  
19 application and providing documentation.

20 (4) The interpreter's application is not rejected by the trial court  
21 for cause.

22 (b) Each trial court shall begin accepting applications for court  
23 interpreters pro tempore by no later than ~~February~~ May 1, 2003.  
24 Court interpreters who qualify for employment pursuant to this  
25 section shall receive offers of employment within 30 days after an  
26 application is submitted. Applicants shall have at least 15 days to  
27 accept or reject an offer of employment. The hiring process for  
28 applicants who accept the offer of employment shall be completed  
29 within 30 days after acceptance, *but the trial court need not set*  
30 *employment to commence prior to July 1, 2003.*

31 (c) For purposes of this section, "for cause" means a fair and  
32 honest cause or reason regulated by good faith on the part of the  
33 party exercising the power.

34 (d) Disputes about whether this section has been violated  
35 during the regional transition period shall be resolved by binding  
36 arbitration. Unless the parties to the dispute agree upon other  
37 procedures after the dispute arises, or other procedures are  
38 provided in a memorandum of understanding or agreement with  
39 a recognized employee organization, the dispute shall be



1 submitted for arbitration to the California State Mediation and  
2 Conciliation Service.

3 71804.5. (a) After a trial court has considered applications  
4 under Section 71804, the trial court may hire additional court  
5 interpreters pro tempore pursuant to the personnel rules of the trial  
6 court.

7 (b) A court interpreter pro tempore may not be an employee of  
8 more than one trial court, but may accept appointments to provide  
9 services to more than one trial court through cross-assignments.

10 71805. (a) Until the conclusion of the regional transition  
11 period, all interpreters who are employed by a trial court shall be  
12 classified as court interpreters pro tempore, except as provided in  
13 Section 71828, unless otherwise provided in a memorandum of  
14 understanding or agreement with a recognized employee  
15 organization.

16 (b) This chapter does not require trial courts to alter their past  
17 practices regarding the assignment of interpreters. If an interpreter  
18 had a regular assignment for the trial court as an independent  
19 contractor prior to the effective date of this chapter, nothing in this  
20 chapter shall prohibit the trial court from continuing to appoint the  
21 same interpreter to the same assignment as a court interpreter pro  
22 tempore during the regional transition period.

23 (c) During the regional transition period, the existing statewide  
24 per diem pay rate may not be reduced, and the existing statewide  
25 compensation policies set by the Judicial Council shall be  
26 maintained, unless otherwise provided in a memorandum of  
27 understanding or agreement with a recognized employee  
28 organization. The per diem pay rate and compensation policies  
29 shall apply to court interpreters pro tempore.

30 (d) Court interpreters pro tempore are not subject to  
31 disciplinary action during the regional transition period, except for  
32 cause.

33 (e) For purposes of this section, “for cause” means a fair and  
34 honest cause or reason regulated by good faith on the part of the  
35 party exercising the power.

36 (f) During the regional transition period, a trial court may not  
37 retaliate or threaten to retaliate against a court interpreter or  
38 applicant for interpreter employment because of the individual’s  
39 membership in an interpreter association or employee  
40 organization, participation in any grievance, complaint, or meet



1 and confer activities, or exercise of rights under this chapter,  
2 including by changing past practices regarding assignments,  
3 refusing to offer work to an interpreter, altering working  
4 conditions, or otherwise coercing, harassing, or discriminating  
5 against an applicant or interpreter.

6 (g) Disputes about whether this section has been violated shall  
7 be resolved by binding arbitration. Unless the parties to the dispute  
8 agree upon other procedures after the dispute arises, or other  
9 procedures are provided in a memorandum of understanding or  
10 agreement with a recognized employee organization, the dispute  
11 shall be submitted for arbitration to the California State Mediation  
12 and Conciliation Service.

13 71806. (a) At the conclusion of the regional transition period,  
14 trial courts in the region may employ certified and registered  
15 interpreters to perform spoken language interpretation for the trial  
16 courts in full-time or part-time court interpreter positions created  
17 by the trial courts with the authorization of the regional committee  
18 and subject to meet and confer in good faith. The courts may also  
19 continue to employ court interpreters pro tempore.

20 (b) For purposes of hiring interpreters for positions other than  
21 court interpreter pro tempore, unless otherwise provided in a  
22 memorandum of understanding or agreement with a recognized  
23 employee organization, trial courts shall consider applicants in the  
24 following order of priority:

25 (1) Court interpreters pro tempore in the same language who  
26 have performed work for that trial court for at least 150 court days  
27 or parts of court days during each of the past five years, including  
28 time spent performing work for the trial court as an independent  
29 contractor.

30 (2) Court interpreters pro tempore in the same language who  
31 have performed work for that trial court for at least 60 court days  
32 or parts of court days in each of the past five years, including time  
33 spent performing work for the trial court as an independent  
34 contractor.

35 (3) Court interpreters pro tempore in the same language who  
36 have performed work for that trial court for at least 60 court days  
37 or parts of court days in at least two of the past four years, including  
38 time spent as an independent contractor.

39 (4) Other applicants.

1 (c) A trial court may not reject an applicant in favor of an  
2 applicant with lower priority except for cause.

3 (d) For purposes of this section, “for cause” means a fair and  
4 honest cause or reason regulated by good faith on the part of the  
5 party exercising the power.

6 (e) Applicants may be required to provide sufficient  
7 documentation to establish that they are entitled to priority in  
8 hiring. Trial courts shall make their records of past assignments  
9 available to interpreters for purposes of obtaining that  
10 documentation.

11 (f) Disputes about whether this section has been violated shall  
12 be resolved by binding arbitration. Unless the parties to the dispute  
13 agree upon other procedures after the dispute arises, or other  
14 procedures are provided in a memorandum of understanding or  
15 agreement with a recognized employee organization, the dispute  
16 shall be submitted for arbitration to the California State Mediation  
17 and Conciliation Service.

18 (g) Subdivision (b) shall become inoperative on January 1,  
19 2007, unless otherwise provided by a memorandum of  
20 understanding or agreement with a recognized employee  
21 organization, and on and after that time hiring shall be in  
22 accordance with the personnel rules of the trial court.

23 71807. (a) For purposes of developing regional terms and  
24 conditions of employment for court interpreters and for collective  
25 bargaining with recognized employee organizations, the trial  
26 courts are divided into ~~three~~ *four* regions, as follows:

27 ~~(1) Northern Region: Sacramento, Lake, Colusa, Glenn, Yolo,~~  
28 ~~Sutter, Yuba, Nevada, Placer, El Dorado, Sierra, Plumas, Butte,~~  
29 ~~Tehama, Mendocino, Humboldt, Trinity, Shasta, Lassen, Modoc,~~  
30 ~~Siskiyou, Del Norte, Marin, Napa, Sonoma, Contra Costa,~~  
31 ~~Alameda, San Francisco, and San Mateo Counties.~~

32 ~~(2) Central: Santa Clara, Santa Cruz, San Joaquin, Calaveras,~~  
33 ~~Amador, Alpine, Monterey, San Benito, Stanislaus, Tuolumne,~~  
34 ~~Mono, Merced, Mariposa, Madera, Fresno, Kings, Tulare, Inyo,~~  
35 ~~Kern, San Luis Obispo, and Santa Barbara Counties.~~

36 ~~(3) Southern: Los Angeles, San Bernardino, Orange,~~  
37 ~~Riverside, San Diego, and Imperial Counties.~~

38 *(1) Region 1: Los Angeles, Santa Barbara, and San Luis*  
39 *Obispo Counties.*

1 (2) *Region 2: Counties of the First and Sixth Appellate*  
2 *Districts, except Solano County.*

3 (3) *Region 3: Counties of the Third and Fifth Appellate*  
4 *Districts.*

5 (4) *Region 4: Counties of the Fourth Appellate District.*

6 (b) The Judicial Council shall adopt rules for the creation and  
7 operation of a regional court interpreter employment relations  
8 committee for each region, composed of representatives chosen by  
9 the trial courts within the region.

10 (c) The Judicial Council may divide each region into smaller  
11 subregions for purposes of coordinating the cross-assignment of  
12 court interpreters.

13 71808. The regional court interpreter employment relations  
14 committee shall set terms and conditions of employment for court  
15 interpreters within the region, subject to meet and confer in good  
16 faith. These terms and conditions of employment, when adopted  
17 by the regional committee, shall be binding on the trial courts  
18 within the region. Compensation shall be uniform throughout the  
19 region. Unless otherwise provided in a memorandum of  
20 understanding or agreement with a recognized employee  
21 organization, other terms and conditions of employment shall be  
22 uniform throughout the region, except that health and welfare and  
23 pension benefits may be the same as those provided to other  
24 employees of the same trial court.

25 71809. The regional court interpreter employment relations  
26 committee shall act as the representative of the trial courts within  
27 the region in bargaining with a recognized employee organization.  
28 A memorandum of understanding or agreement ratified by the  
29 regional court interpreter employment relations committee shall  
30 be considered a binding agreement with each trial court within the  
31 region.

32 71810. (a) A court interpreter pro tempore employed by a trial  
33 court may accept appointments to provide services to other trial  
34 courts.

35 (b) The Judicial Council shall adopt procedures to facilitate the  
36 efficient cross-assignment of court interpreters.

37 (c) Based on an assessment of interpreter use and current  
38 practices, trial courts may create new employee positions for court  
39 interpreters to perform spoken language interpretation for the trial  
40 courts in classifications other than court interpreter pro tempore.

1 Some of these positions may include, as part of the duties of the  
2 position, the requirement that the interpreter accept  
3 cross-assignments, as defined in Section 71801, under procedures  
4 adopted by the Judicial Council, and some positions may make the  
5 acceptance of cross-assignments optional. Court interpreters pro  
6 tempore, and other interpreters who have not accepted  
7 employment in a position requiring the interpreter to accept  
8 cross-assignments, may not be disciplined for declining a  
9 cross-assignment.

10 (d) The impact of cross-assignments shall be included within  
11 the scope of representation as those matters affect wages, hours,  
12 and terms and conditions of employment of court interpreters. The  
13 regional court interpreter employment relations committee shall  
14 be required to meet and confer in good faith with respect to that  
15 impact.

16 (e) A court interpreter on cross-assignment shall be treated for  
17 purposes of compensation, employee benefits, seniority, and  
18 discipline and grievance procedures, as having performed the  
19 services in the trial court in which the interpreter is employed.

20 (f) Court interpreters on cross-assignment shall be reimbursed  
21 for mileage and other travel expenses at the same rates as other  
22 judicial branch employees.

23 71811. Except as provided in this chapter, or by a  
24 memorandum of understanding or agreement with a recognized  
25 employee organization, court interpreters who are employed by a  
26 trial court shall be subject to the same personnel rules as other  
27 employees of the trial court, subject to meet and confer in good  
28 faith.

29 71812. Except as provided in this chapter, or by a  
30 memorandum of understanding or agreement with a recognized  
31 employee organization, each trial court may control the manner  
32 and means of the work performed by court interpreters employed  
33 by the trial court and may hire, supervise, discipline, and terminate  
34 employment of those court interpreters in accordance with the  
35 personnel rules of the trial court, including applicable employee  
36 protections and dispute resolution mechanisms.

37 71812.5. (a) Court interpreters employed by the trial courts  
38 shall be permitted to engage in outside employment or enterprises,  
39 except where that activity would violate the professional conduct  
40 requirements set forth in Rule 984.4 of the California Rules of

1 Court, would interfere with the employee's performance of his or  
2 her duties for the trial courts, or would be incompatible,  
3 inconsistent, or in conflict with the duties performed by the  
4 employee for the trial courts.

5 (b) Unless the parties consent, an interpreter may not be  
6 appointed by the trial court to interpret in a proceeding after having  
7 previously interpreted on behalf of one of the parties, rather than  
8 on behalf of the court, in that same matter. An interpreter shall  
9 disclose that type of prior involvement to the trial court.

10 (c) An interpreter employed by a trial court is prohibited from  
11 doing any of the following:

12 (1) Receiving or accepting, directly or indirectly, a gift,  
13 including money, service, gratuity, favor, entertainment,  
14 hospitality, loan, or any other thing of value from anyone who is  
15 doing or seeking to do business of any kind with the trial court or  
16 whose activities are regulated or controlled in any way by the trial  
17 court, under circumstances from which it reasonably could be  
18 inferred that the gift was intended to influence the employee in the  
19 performance of his or her official duties or was intended as a  
20 reward for official action of the employee.

21 (2) Using confidential information acquired by virtue of trial  
22 court employment for the employee's private gain or advantage,  
23 or for the private gain or advantage of another, or to the employer's  
24 detriment.

25 (3) Using trial court facilities, equipment, or supplies for  
26 personal gain or advantage or for the private gain or advantage of  
27 another.

28 (4) Using the prestige or influence of trial court office or  
29 employment for personal gain or advantage or advantage of  
30 another.

31 (5) Using the trial court's electronic mail facilities to  
32 communicate or promote personal causes or gain.

33 71813. Except as otherwise provided by statute, court  
34 interpreters employed by the trial courts shall have the right to  
35 form, join, and participate in the activities of employee  
36 organizations of their own choosing for the purpose of  
37 representation on all matters of employer-employee relations.  
38 Court interpreters employed by the trial courts also shall have the  
39 right to refuse to join or participate in the activities of employee

1 organizations and shall have the right to represent themselves  
2 individually in their employment relations with the trial courts.

3 71814. (a) Notwithstanding any other provision of law, rule,  
4 or regulation, an agency shop agreement may be negotiated  
5 between a regional court interpreter employment relations  
6 committee and a recognized employee organization. As used in  
7 this chapter, “agency shop” means an arrangement that requires  
8 an employee, as a condition of continued employment, either to  
9 join the recognized employee organization, or to pay the  
10 organization a service fee in an amount not to exceed the standard  
11 initiation fee, periodic dues, and general assessments of that  
12 organization for the duration of the agreement or for a period of  
13 three years from the effective date of the agreement, whichever  
14 comes first. However, any employee who is a member of a bona  
15 fide religion, body, or sect that has historically held conscientious  
16 objections to joining or financially supporting recognized  
17 employee organizations may not be required to join or financially  
18 support any recognized employee organization as a condition of  
19 employment. That employee may be required, in lieu of periodic  
20 dues, initiation fees, or agency shop fees to pay sums equal to those  
21 dues, initiation fees, or agency shop fees to a nonreligious,  
22 nonlabor charitable organization fund exempt from taxation under  
23 Section 501(c)(3) of the Internal Revenue Code, chosen by the  
24 employee from a list of at least three funds, designated in a  
25 memorandum of understanding or agreement between the  
26 regional committee and the recognized employee organization, or  
27 if the memorandum of understanding or agreement fails to  
28 designate any funds, then to any fund chosen by the employee.  
29 Proof of those payments shall be made on a monthly basis to the  
30 trial court as a condition of continued exemption from the  
31 requirement of financial support to the recognized employee  
32 organization.

33 (b) An agency shop provision in a memorandum of  
34 understanding or agreement which is in effect may be rescinded by  
35 a majority vote of all the employees in the unit covered by the  
36 memorandum of understanding or agreement, if all of the  
37 following are satisfied:

38 (1) A request for the vote is supported by a petition containing  
39 the signatures of at least 30 percent of the employees in the unit.

40 (2) The vote is by secret ballot.

1 (3) The vote is taken at any time during the term of the  
2 memorandum of understanding or agreement. No more than one  
3 vote may be taken during that term.

4 (c) In addition to the procedure prescribed in subdivision (a),  
5 an agency shop arrangement between the regional court interpreter  
6 employment relations committee and a recognized employee  
7 organization or recognized employee organizations shall be placed  
8 in effect upon (1) a signed petition of at least 30 percent of the  
9 employees in the applicable bargaining unit requesting an agency  
10 shop agreement and an election to implement an agency fee  
11 arrangement, and (2) the approval of a majority of employees who  
12 cast ballots and vote in a secret ballot election in favor of the  
13 agency shop agreement. An election under this subdivision may  
14 not be held more frequently than once a year, and shall be  
15 conducted by the Division of Conciliation of the Department of  
16 Industrial Relations in the event the regional court interpreter  
17 employment relations committee and the recognized employee  
18 organization cannot agree within 10 days from the filing of a  
19 petition to select jointly a neutral person or entity to conduct the  
20 election. The recognized employee organization shall hold the  
21 regional court interpreter employment relations committee and the  
22 trial courts harmless and defend and indemnify the regional court  
23 interpreter employment relations committee and trial courts  
24 regarding the application of any agency shop requirements or  
25 provisions, including, but not limited to, improper deduction of  
26 fees, maintenance of records, and improper reporting.

27 (d) Notwithstanding subdivisions (a), (b), and (c), the regional  
28 court interpreter employment relations committee and the  
29 recognized employee organization may negotiate, and by mutual  
30 agreement provide for, an alternative procedure or procedures  
31 regarding a vote on any agency shop agreement.

32 (e) An agency shop agreement may not apply to management,  
33 confidential, or supervisory employees.

34 (f) Every recognized employee organization that has agreed to  
35 an agency shop provision, or is a party to an agency shop  
36 arrangement, shall keep an adequate itemized record of its  
37 financial transactions and shall make available annually, to the  
38 regional court interpreter employment relations committee with  
39 which the agency shop provision was negotiated, and to the  
40 employees who are members of the organization, within 60 days



1 after the end of its fiscal year, a detailed written financial report  
2 thereof in the form of a balance sheet and an operating statement,  
3 certified as to accuracy by its president and treasurer or  
4 corresponding principal officer, or by a certified public  
5 accountant. An employee organization required to file financial  
6 reports under the federal Labor-Management Reporting and  
7 Disclosure Act of 1959 (Griffin-Landrum Act), covering  
8 employees governed by this chapter or required to file financial  
9 reports under Section 3546.5, may satisfy the financial reporting  
10 requirement of this section by providing the trial court with a copy  
11 of those financial reports.

12 71815. A recognized employee organization shall have the  
13 right to represent its members in their employment relations with  
14 the trial courts as to matters covered by this chapter. Employee  
15 organizations may establish reasonable restrictions regarding who  
16 may join and may make reasonable provisions for the dismissal of  
17 individuals from membership. Nothing in this chapter shall  
18 prohibit any employee from appearing on his or her own behalf  
19 regarding employment relations.

20 71816. (a) The scope of representation shall include all  
21 matters relating to employment conditions and  
22 employer-employee relations, including, but not limited to,  
23 wages, hours, and other terms and conditions of employment.  
24 However, the scope of representation may not include  
25 consideration of the merits, necessity, or organization of any  
26 service or activity provided by law or executive order.

27 (b) In view of the unique and special responsibilities of the trial  
28 courts in the administration of justice, decisions regarding any of  
29 the following matters may not be included within the scope of  
30 representation:

31 (1) The merits and administration of the trial court system.

32 (2) Coordination, consolidation, and merger of trial courts and  
33 support staff.

34 (3) Automation, including, but not limited to, fax filing,  
35 electronic recording, and implementation of information systems.

36 (4) Design, construction, and location of court facilities.

37 (5) Delivery of court services.

38 (6) Hours of operation of the trial courts and trial court system.

39 (c) The impact from matters in subdivision (b) shall be  
40 included within the scope of representation as those matters affect

1 wages, hours, and terms and conditions of employment of court  
2 interpreters. The regional court interpreter employment relations  
3 committee shall be required to meet and confer in good faith with  
4 respect to that impact.

5 (d) The trial courts have the right to determine assignments and  
6 transfers of court interpreters, provided that the process,  
7 procedures, and criteria for assignments and transfers are included  
8 within the scope of representation.

9 71817. (a) Except in cases of emergency, as provided in this  
10 section, the regional court interpreter employment relations  
11 committee shall give reasonable written notice to a recognized  
12 employee organization affected by any rule, practice, or policy  
13 directly relating to matters within the scope of representation  
14 proposed to be adopted by the regional court interpreter  
15 employment relations committee, and shall give that recognized  
16 employee organization the opportunity to meet with the  
17 committee.

18 (b) In cases of emergency when the regional court interpreter  
19 employment relations committee determines that any rule, policy,  
20 or procedure must be adopted immediately without prior notice or  
21 meeting with a recognized employee organization, the regional  
22 court interpreter employment relations committee shall provide a  
23 notice and opportunity to meet at the earliest practicable time  
24 following the adoption of the rule, policy, or procedure.

25 71818. The regional court interpreter employment relations  
26 committee, or those representatives as it may designate, shall meet  
27 and confer in good faith regarding wages, hours, and other terms  
28 and conditions of employment within the scope of representation,  
29 as defined in this chapter, with representatives of the recognized  
30 employee organizations, and shall consider fully the presentations  
31 that are made by the recognized employee organization on behalf  
32 of its members prior to arriving at a determination of policy or  
33 course of action.

34 71819. If agreement is reached by the representatives of the  
35 regional court interpreter employment relations committee and a  
36 recognized employee organization, they shall jointly prepare a  
37 written memorandum of understanding or agreement, which is not  
38 binding, and present it to the regional court interpreter  
39 employment relations committee or its designee for ratification.

1 71820. If after a reasonable period of time, representatives of  
2 the regional court interpreter employment relations committee and  
3 the recognized employee organization fail to reach agreement, the  
4 regional court interpreter employment relations committee and the  
5 recognized employee organization together may agree upon the  
6 appointment of a mediator mutually agreeable to the parties. Costs  
7 of mediation, if any, shall be divided one-half to the trial courts  
8 within the region and one-half to the recognized employee  
9 organization.

10 71821. The trial courts shall allow a reasonable number of  
11 court interpreter employee representatives of a recognized  
12 employee organization reasonable time off, without loss of  
13 compensation or other benefits, when formally meeting and  
14 conferring with representatives of the regional court interpreter  
15 employment relations committee on matters within the scope of  
16 representation.

17 71822. The trial courts, the regional court interpreter  
18 employment relations committee, and employee organizations  
19 may not interfere with, intimidate, restrain, coerce, harass, or  
20 discriminate against applicants for interpreter employment or  
21 interpreter employees because of their membership in an  
22 interpreter association or employee organization, because of their  
23 participation in any grievance, complaint, or meet and confer  
24 activities, or for the exercise of any other rights granted to  
25 interpreter employees under this chapter.

26 71823. (a) On or before April 1, 2003, the regional court  
27 interpreter employment relations committee shall adopt  
28 reasonable rules and regulations for the administration of  
29 employer-employee relations under this chapter, which shall be  
30 binding on the trial courts within the region. These rules shall  
31 include provisions for all of the following:

32 (1) *Verification that an organization represents employees of*  
33 *the trial courts within the applicable region.*

34 (2) *Verification of the official status of employee organization*  
35 *officers and representatives.*

36 (3) Registration of employee organizations and recognition of  
37 these organizations as representatives of interpreters employed by  
38 the trial courts in the region.

39 ~~(2)~~

1 (4) Establishment of a single, regional bargaining unit of all  
2 court interpreters employed by the trial courts in the region,  
3 including court interpreters pro tempore.

4 ~~(3)~~

5 (5) Recognition of an employee organization as the exclusive  
6 representative of all court interpreters employed by the trial courts  
7 in the region, subject to the right of a court interpreter to represent  
8 himself or herself, as provided in Section 71813, upon either of the  
9 following:

10 (A) Presentation of a petition or cards with the signatures of 50  
11 percent plus one of the court interpreters employed by the trial  
12 courts in the region during the payroll period immediately prior to  
13 the presentation of the cards or petition, including court  
14 interpreters pro tempore, regardless of whether they have been  
15 appointed to interpret during that payroll period, if they have  
16 worked for the trial courts as independent contractors or  
17 employees for at least 15 days in the six months prior to the filing  
18 of the petition or cards with those signatures having been obtained  
19 within one year prior to presentation of the petition or cards. A  
20 signature shall be valid even if the interpreter was not yet an  
21 employee at the time the petition or card was signed if the  
22 interpreter had previously performed work for the trial courts as  
23 an independent contractor, *provided that the signature was*  
24 *obtained no more than 90 days before the interpreter became an*  
25 *employee*. The results of a request for recognition under this  
26 provision shall be certified within 10 days after presentation of the  
27 cards or petition.

28 (B) Receipt by the employee organization of 50 percent plus  
29 one of the votes cast at a secret ballot representation election  
30 conducted by mail. A representation election shall be held within  
31 30 days after presentation of a 30-percent or greater showing of  
32 interest from employees eligible to vote in the representation  
33 election by means of a petition or cards supported by signatures  
34 obtained within one year prior to the presentation of the petitions  
35 or cards. A signature shall be valid even if the interpreter was not  
36 yet an employee at the time the petition or card was signed if the  
37 interpreter had previously performed work for the trial courts as  
38 an independent contractor, *provided that the signature was*  
39 *obtained no more than 90 days before the interpreter became an*  
40 *employee*. All certified and registered interpreters employed by

1 the trial courts in the payroll period immediately prior to the  
2 election, including court interpreters pro tempore, shall be eligible  
3 to vote in the election, regardless of whether they have been  
4 appointed to interpret during that payroll period, so long as they  
5 have worked for the trial courts as independent contractors or  
6 employees for at least 15 days in the six months prior to the filing  
7 of the petition or cards. A list of eligible voters shall be provided  
8 to the employee organization within 10 days after submission of  
9 the petition or cards. Certification of the results of a representation  
10 election shall occur within—15 30 days after the election is  
11 concluded.

12 ~~(4)~~

13 (6) Procedures for the resolution of disputes involving wages,  
14 hours, and other terms and conditions of employment.

15 ~~(5)~~

16 (7) Access of employee organization officers and  
17 representatives to work locations.

18 ~~(6)~~

19 (8) Use of official bulletin boards and other means of  
20 communication by employee organizations.

21 ~~(7)~~

22 (9) Furnishing nonconfidential information pertaining to  
23 employment relations to an employee organization.

24 ~~(8)~~

25 (10) Revocation of recognition of an employee organization  
26 formally recognized as majority representative pursuant to a vote  
27 of the employees by a majority vote of the employees only after  
28 a period of not less than 12 months following the date of  
29 recognition. A vote shall be requested by a petition or cards signed  
30 by at least 30 percent of the employees within the bargaining unit,  
31 with those signatures having been obtained within one year prior  
32 to presentation of the petition or cards.

33 ~~(9)~~

34 (11) Any other matters that are necessary to carry out the  
35 purposes of this chapter.

36 (b) If there is a recognized employee organization in the region,  
37 the regional court interpreter employment relations committee  
38 may amend the reasonable rules and regulations adopted pursuant  
39 to subdivision (a) by adopting reasonable rules and regulations,  
40 after meeting and conferring in good faith, for the administration



1 of employer-employee relations under this chapter, which shall be  
2 binding on the trial courts within the region.

3 71824. A court interpreter may authorize a dues deduction  
4 from his or her salary or wages in the same manner provided to  
5 public agency employees pursuant to Section 1157.1, 1157.2,  
6 1157.3, 1157.4, 1157.5, or 1157.7.

7 71825. (a) Each regional court interpreter employment  
8 relations committee shall adopt a procedure to be used as a  
9 preliminary step before petitioning the superior court for relief  
10 pursuant to subdivision (b) or (c). The procedure may be  
11 mediation, arbitration, or a procedure before an administrative  
12 tribunal, such as the procedure established pursuant to Sections  
13 71653 and 71654 for review of the decision of the hearing officer  
14 in evidentiary due process hearings. The establishment of the  
15 procedure shall be subject to the obligation to meet and confer in  
16 good faith. However, nothing in this section shall prohibit a party  
17 from seeking provisional relief, such as a stay, in any case in which  
18 provisional relief would otherwise be appropriate.

19 (b) Notwithstanding Sections 1085 and 1103 of the Code of  
20 Civil Procedure requiring the issuance of a writ to an inferior  
21 tribunal, and except as required pursuant to Section 5 of Article VI  
22 of the California Constitution, any agreements reached pursuant  
23 to negotiations held pursuant to this chapter are binding on the  
24 parties and may be enforced by petitioning the superior court for  
25 relief pursuant to Section 1085 or 1103 of the Code of Civil  
26 Procedure.

27 (c) Notwithstanding Sections 1085 and 1103 of the Code of  
28 Civil Procedure requiring the issuance of a writ to an inferior  
29 tribunal, if a regional court interpreter employment relations  
30 committee, a trial court, a court interpreter employed by a trial  
31 court, or an employee organization believes there has been a  
32 violation of this chapter, that party may petition the superior court  
33 for relief.

34 (d) The hearing and appeal process shall be governed by the  
35 rules of court adopted by the Judicial Council pursuant to Section  
36 71639.1.

37 (e) A complete alternative to the procedure outlined in  
38 subdivisions (b), (c), and (d) may be provided for by mutual  
39 agreement between a regional court interpreter employment

1 relations committee and representatives of a recognized employee  
2 organization.

3 (f) A court decision interpreting or applying this chapter is not  
4 binding in cases or proceedings arising under Chapter 10  
5 (commencing with Section 3500) of Division 4 of Title 1.

6 71826. (a) The enactment of this chapter may not be  
7 construed as making Section 923 of the Labor Code applicable to  
8 court interpreters.

9 (b) Court interpreters and the trial courts are not covered by  
10 Chapter 10 (commencing with Section 3500) of Division 4 of Title  
11 1, or any subsequent changes thereto except as provided in this  
12 chapter. However, if the language of this chapter is the same or  
13 substantially the same as that contained in Chapter 10  
14 (commencing with Section 3500) of Division 4 of Title 1, it shall  
15 be interpreted and applied in accordance with the judicial  
16 interpretations of the same language.

17 71827. If any provision of this chapter, or the application  
18 thereof, to any person or circumstances, is held invalid, the  
19 invalidity may not affect other provisions or application of the  
20 chapter that can be given effect without the invalid provisions or  
21 application and, to this end the provisions of this chapter are  
22 severable.

23 71828. (a) This chapter does not apply to trial courts in  
24 Solano and Ventura Counties. Labor and employment relations for  
25 court interpreters employed by trial courts in Solano and Ventura  
26 Counties shall remain subject to the Trial Court Employment  
27 Protection and Governance Act, Chapter 7 (commencing with  
28 Section 71600), and nothing in this chapter shall be construed to  
29 affect the application of the Trial Court Employment Protection  
30 and Governance Act, Chapter 7 (commencing with Section  
31 71600), to court interpreters employed by those counties.

32 (b) If an interpreter employed by a trial court in a different  
33 county accepts a temporary appointment to perform services for  
34 a trial court in the Solano or Ventura County, the interpreter shall  
35 be treated for purposes of compensation, employee benefits,  
36 seniority, and discipline and grievance procedures, as having  
37 performed the services in the trial court in which the interpreter is  
38 employed.

39 (c) If an interpreter employed by a trial court in Solano or  
40 Ventura County accepts a temporary appointment to perform





services for another trial court, the interpreter shall be treated for purposes of compensation, employee benefits, seniority, and discipline and grievance procedures, as having performed the services in the trial court in which the interpreter is employed.

(d) This chapter also does not apply to court interpreters who have been continuously employed by a trial court in any county beginning prior to September 1, 2002, and who are covered by a memorandum of understanding or agreement entered into pursuant to the Trial Court Employment Protection and Governance Act, Chapter 7 (commencing with Section 71600) and to future employees hired in the same positions as replacements for those employees. Trial courts may not reduce the wages and benefits of other interpreters hired as employees prior to December 31, 2002, during the regional transition period or during the term of an existing contract, whichever is longer.

71829. The trial courts shall provide to the Judicial Council on or before March 1, 2003, a list of certified and registered court interpreters appointed by the trial courts as independent contractors between January 1, 2002, and January 1, 2003, including the number of court days or parts of court days those interpreters have been appointed by each trial court during that year and each of the prior four years. The Judicial Council shall provide this list to registered employee organizations.

SEC. 3. Notwithstanding Section 17610 of the Government Code, if the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code. If the statewide cost of the claim for reimbursement does not exceed one million dollars (\$1,000,000), reimbursement shall be made from the State Mandates Claims Fund.

CORRECTIONS

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